

# NONGOMA MUNICIPALITY



## WRITING –OFF IRRECOVERABLE DEBT POLICY

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2020/21

## **POLICY ON THE WRITING-OFF OF IRRECOVERABLE DEBT**

### **1. INTRODUCTION**

- 1.1 To ensure that household consumers with no or little income are not denied reasonable basic services and that the municipality is not financially burdened with non-payment of these basic services, the Council of the Municipality approved policies on property rates, tariffs, customer care, credit control, debt collection and indigent support to be implemented.
- 1.2 Despite strict enforcement of the above policies, Council will continuously be confronted by circumstances requiring the possible writing-off of irrecoverable debt.
- 1.3 The Municipal Manager must ensure that all avenues are utilised to collect the municipality's debt. However, for various reasons there will always be bad debt cases that needs to be catered for through a policy on the writing-off of irrecoverable debt for circumstances that allow for the valid termination of debt collection procedures as contemplated in section 109(2) of the Local Government: Municipal Systems Act (No 32 of 2000), such as –
  - (a) The insolvency of a debtor whose estate has insufficient funds;
  - (b) A balance being too small to recover, for economic reasons, considering the cost of recovery; and
  - (c) Where Council deems that a customer or group of customers are unable to pay for services rendered.
- 1.4 The municipality will have to maintain audit trails in such instances where bad debt is written-off and document the reasons for the abandonment of the actions or claims in respect of the bad debt.

### **2. PURPOSE OF THE POLICY**

The purpose of this policy is to ensure that the principles and procedures for the writing-off of irrecoverable debt are formalised to ensure that consumers (especially households) are relieved of their spiral of debt.

### 3. **RESPONSIBILITY AND ACCOUNTABILITY**

The Council has the overall responsibility and accountability for adopting and approving the Writing-Off of Irrecoverable Debt Policy.

### 4. **POLICY PRINCIPLES**

The following are the guiding principles for the implementing of the Writing-Off of Irrecoverable Debt Policy –

- (a) The policy will comply with the Local Government: Municipal Finance Management Act (No 56 of 2003), the Local Government: Municipal System Act (No 32 of 2000) and other related legislation.
- (b) Before any debt is written-off it must be proved that the debt has become irrecoverable. To ensure that recommendations for the writing-off of debt are consistent and accurate; irrecoverable debt will be defined as –
  - (i) Where the tracing of the debtors is unsuccessful;
  - (ii) All reasonable steps, in terms of the Writing-Off of Irrecoverable Debt Policy, were taken by the administration to recover the debt; and
  - (iii) Any debt defined by a committee of Council at their discretion as irrecoverable.
- (c) Bad debt to be written-off must be considered in terms of cost benefit. Therefore, when it becomes too costly to recover and the chances of collecting the debt are very slim, a write-off should be considered.
- (d) Time value of money is very important because the older the debt becomes, the more difficult and costly it becomes to collect. It is therefore imperative that a proper system of credit control is implemented and maintained to avoid debt reaching the stage of becoming too expensive to recover.
- (e) Differentiation must be made between those household consumers who cannot afford to pay for basic services (indigent households) and those who just do not want to pay for basic services.
- (f) Debt can only be written-off if the required provision for bad debts exists in the municipality's budget and/or reserves.

## 5. **CATEGORIES OF DEBTORS THAT MAY QUALIFY FOR INCENTIVES AND WRITING-OFF OF IRRECOVERABLE DEBT**

### 5.1 **Indigent household consumers**

- 5.1.1 Upon approval for registration as an indigent household consumer, the debtor's outstanding balance as at the date of approval will be written-off after two years as per the indigent policy.
- 5.1.2 Any new arrears accumulated by the debtor (i.e. any amounts in excess of the indigent allowance for free basic services) whilst registered as an indigent consumer, will not qualify to be written-off and must be dealt with strictly in accordance with the municipality's customer care, credit control and debt collection policies. Therefore, these arrears can only accumulate for –
  - (a) The kilolitres of water consumed or to be consumed above the 10 kilolitres of free water per month by an indigent household who has an installed conventional water meter; and
  - (b) Excess rates payable on the market value of a residential property that are not exempted from paying property rates and that does not qualify for a 100% indigent subsidy in terms of Council's property rates policy.

### 5.2 **Small balances**

- 5.2.1 Where final accounts have been submitted and paid by the respective consumer, and the remaining balance after finalisation of any final readings, other administrative costs and consumer deposits taken into consideration results in a balance of one thousand rand (R 1,000) or less, or the amount determined by Council from time to time during the budget approval process, such amount must be written-off with the proviso that –
  - (a) When the balance amounts to R 300 or less, or the amount determined by Council from time to time during the budget approval process, the account must be forwarded once to the consumer for payment;

- (b) When the balance amounts to R 600 or less, or the amount determined by Council from time to time during the budget approval process, the account must be forwarded once to the consumer with a follow-up reminder for payment;
- (c) When the balance amounts to R 1,000 or less, or the amount determined by Council from time to time during the budget approval process, the account must be forwarded once to the consumer with a follow-up reminder and a final reminder for payment.

5.2.2 Where such account is not paid by the respective consumer within a period of ninety (90) days, such amounts will automatically be written-off subject to the provisions of paragraph 6.4 below.

### 5.3 Insolvent debtors and insolvent deceased estates

5.3.1 Where a debtor becomes insolvent the municipality must ensure that a creditor's claim is timeously registered. Any amount not being recovered due to insufficient funds must be written-off subject to the provisions of paragraph 5.5, 6.4 and 6.5 below.

5.3.2 In case of the death of a debtor a creditor's claim must be timeously registered against the deceased's estate. Any amount not being recovered due to insufficient funds must be written-off subject to the provisions of paragraph 5.5, 6.4 and 6.5 below.

### 5.4 Untraceable debtors

5.4.1 Where for any reason the forward address of a debtor becomes untraceable or the debtor becomes untraceable from the current address, such an account must be handed over to a collection agent for recovery of the debt (paragraph 5.2 cases excluded). The collection agent will be paid an all-inclusive fee of not more than 10% of the amount that was collected. The terms of reference for such a collection agent must include the appointment of a tracing agent to locate the debtor. Should a debtor be untraceable, the collection agent must report to the municipality on the actions that were taken to attempt to trace the debtor.

5.4.2 Any amount owed by a debtor that has become untraceable must be written-off or may be sold to a debt collection agent at a discount.

- 5.4.3 Debt written-off in terms of paragraph 5.4.2 above will automatically result in the debtor being reported to a credit bureau by the municipality.

## **5.5 Clearance certificates**

- 5.5.1 In terms of section 118 of the Local Government: Municipal Systems Act, the Municipality may not issue a clearance certificate on any property unless all outstanding amounts that became due during the two years preceding the date of application are paid to date. However, outstanding debt older than two years have accumulated over a period of time and it may not be within the ability of the current owner or prospective new owner to pay such an amount in order to obtain a clearance certificate.
- 5.5.2 Where such circumstances may prevail, the current owner or prospective new owner may apply to the municipality for relief of such outstanding debt or a portion thereof.
- 5.5.3 Such application, upon receiving, must be submitted to a committee of Council for consideration. In reviewing such application, the committee of Council must ensure that –
- (a) All reasonable measures have already been taken to recover the outstanding amount from the current debtor.
  - (b) The prospective buyer of the property is not in a financial position to settle the outstanding amount before a clearance certificate is issued.
  - (c) It is not in the interest of the municipality and/or the community to withhold a clearance certificate before the outstanding debt is fully paid.

## **5.6 Special incentives for household consumers**

- 5.6.1 Notwithstanding the municipality's customer care, credit control, debt collection and indigent support policies, a debtor may enter into a written agreement with the municipality to repay any outstanding and due amount to the municipality under the following conditions –
- (a) The outstanding balance, costs and any interest thereon shall be paid in regular and consecutive monthly instalments as determined per arrangement;

- (b) The current monthly amount must be paid in full; and
- (c) The written agreement has to be signed on behalf of the Municipality by a duly authorised officer.

- 5.6.2 In order to determine monthly instalments; a declaration of the households monthly / or yearly income must be provided by the debtor and reviewed by a finance official. To ensure the continuous payment of such arrangement the amount determined must be affordable to the consumer (amount to be capped not to exceed 20% of gross income), taking into account that the payment of the monthly current account is a prerequisite for concluding a suitable arrangement.
- 5.6.3 Due to ineffective implementation of credit control measures in the past; the majority of household consumers have accumulated significant arrear amounts and these consumers are not in a position to pay off these arrear amounts in full together with their current monthly accounts. In order to improve the current payment levels from consumers the municipality has resolved to implement special incentives to address the arrear debt as from the effective date of the implementation of this policy.
- 5.6.4 To encourage household consumers to pay off arrear debt, Council will enter into a once-off arrangement with a household consumer to pay off his/her arrear debt over a period of time in terms of specific incentives. The main aim of an agreement will be to promote full payment of the current account and to address affordable arrear payments on a consistent basis.
- 5.6.5 Writing-off any irrecoverable debt in terms of such an agreement will be strictly in accordance with a maximum repayment period of 36 months and the capped limitation of 20% of gross income referred to in paragraph 5.6.2 above.
- 5.6.6 Two suspended accounts may be created; one for the arrear debt to be paid of through arrangements and another one for the irrecoverable debt portion to be written-off. Levying of interest on suspended accounts will immediately be suspended upon completion of a debt agreement. This will allow debtors to see progress on their accounts as continued payments will reflect a decrease on the suspended account balances.

- 5.6.7 As long as the agreement is honoured no further interest will be added to the suspended account/s. However, in the case of continuous default for a period of six months or more the suspended amount/s will be reversed to the monthly current account and interest will again be levied on the full outstanding debt from the date of reversal.
- 5.6.8 Should a household consumer have more than one account (suspended and handed over debt) and wants to make an arrangement in terms of this policy; the household consumer's debt will be consolidated and a single arrangement be made with the municipality. Handed over accounts will be withdrawn from collection agents (attorneys) and arrangements made with the municipality on the household's consumer debt will be managed by the municipality itself.
- 5.6.9 Where arrangements are made to pay off the arrear amount in instalments, such instalments should be determined on the outstanding amount/s, taking the limitations of paragraph 5.6.2 into consideration. Such arrangements (over a three year period), must be honoured for at least a year where after one third of the irrecoverable debt will be written-off. If the arrangements are honoured for year two as well, another one third of the irrecoverable debt will be written-off. The same will apply for year three where after the household consumer should be out of his spiral of municipal debt.
- 5.6.10 When a debtor who does not want to make arrangements for the repayment of his/her arrear debt as set out in paragraph 5.6.2 above wants to pay 50% on their arrear debt through a once-off payment, the remaining 50% on their arrear debt will be written-off immediately.
- 5.6.11 Irrecoverable amounts to be written-off in terms of paragraph 5.6 above shall be subject to the provisions of paragraph 6.1, 6.2 and 6.3 below.
- 5.7 **Special incentives for churches, welfare organisations, sporting bodies, emerging farmers, etcetera**
- 5.7.1 Notwithstanding the municipality's customer care, credit control, debt collection and indigent support policies, a debtor may enter into a written agreement with the municipality to repay any outstanding and due amount to the municipality under the following conditions –



- (a) The outstanding balance, costs and any interest thereon shall be paid in regular and consecutive monthly instalments;
- (b) The current monthly amount must be paid in full; and
- (c) The written agreement has to be signed on behalf of the municipality by a duly authorised officer.

5.7.2 In order to improve the current payment levels from this category of consumers the municipality has resolved to implement special incentives to address the arrear debt.

5.7.3 To encourage this category of consumers to pay off arrear debt, Council will enter into a once-off arrangement with this category of consumers to pay off their arrear debt over a period of time in terms of specific incentives. The main aim of an agreement will be to promote full payment of the current account and to address the affordable arrears on a consistent basis.

5.7.4 Suitable and acceptable arrangements in terms of such an agreement will be strictly in accordance with a maximum repayment period of 12 months.

5.7.5 Levying of interest on arrear accounts (arrear account to be created separately from the current account) should immediately be suspended upon completion of a debt agreement. This will allow debtors to see progress on their accounts as continued payments will reflect a decrease on the arrear account balances.

5.7.6 As long as the agreement is honoured no further interest will be added. However, in case of default the suspended amount will be reversed and interest will again be levied from the date of reversal.

5.7.7 When a debtor in this category of consumers who does not want to make arrangements for the repayment of their arrear debt as set out in paragraph 5.7.4 above pays 50% on their arrear debt through a once-off payment, the remaining 50% on the arrear debt will be written-off immediately.

5.7.8 Where debtors fail to honour their arrangements without prior consultation, the suspended debt will be reversed to their current account and interest will be reinstated and added to their current account from date of reversal.

5.7.9 Any amount to be written-off in terms of paragraph 5.7 above shall be subject to the provisions of paragraph 6.1, 6.2 and 6.3 below.

## **5.8 Special incentives for businesses, industrial and agricultural consumers**

5.8.1 Notwithstanding the municipality's customer care, credit control, debt collection and indigent support policies, a debtor may enter into a written agreement with the municipality to repay any outstanding and due amount to the municipality under the following conditions –

- (a) The outstanding balance, costs and any interest thereon shall be paid in regular and consecutive monthly instalments;
- (b) The current monthly amount must be paid in full; and
- (c) The written agreement has to be signed on behalf of the Municipality by a duly authorised officer.

5.8.2 In order to improve the current payment levels from this category of consumers the Municipality has resolved to implement special incentives to address the arrear debt.

5.8.3 To encourage this category of consumers to pay off arrear debt Council will enter into a once-off arrangement with this category of consumers to pay off their arrear debt over a period of time in terms of specific incentives. The main aim of an agreement will be to promote full payment of the current account and to address the affordable arrears on a consistent basis.

5.8.4 Suitable and acceptable arrangements in terms of such an agreement will be strictly in accordance with a maximum repayment period of 6 months.

5.8.5 Levying of interest on arrear accounts (arrear account to be created separately from the current account) should immediately be suspended upon completion of a debt agreement. This will allow debtors to see progress on their accounts as continued payments will reflect a decrease on the arrear account balances.

5.8.6 As long as the agreement is honoured no further interest will be added. However, in case of default the suspended amount will be reversed and interest will again be levied from the date of default.

5.8.7 When a debtor in this category of consumers who does not want to make arrangements for the repayment of their arrear account as set out in paragraph 5.8.4 above pays 50% on their arrear debt through a once-off payment, the remaining 50% on their arrear debt will be written-off immediately.

5.8.8 Where debtors fail to honour their arrangements without prior consultation, the suspended debt will be reversed to their current account and interest will be reinstated and added to their current account from date of reversal.

5.8.9 Any amount to be written-off in terms of paragraph 5.8 above shall be subject to the provisions of paragraph 6.1, 6.2 and 6.3 below.

#### **5.9 Special incentives for government departments and schools**

5.9.1 Any incentive arrangement and amount to be written-off for this category of consumers will be reviewed by a committee of Council who will make a recommendation to the Executive Mayor and Mayoral Committee for consideration.

5.9.2 The Executive Mayor will have the discretion and the delegated powers to resolve on any amount to be written-off notwithstanding the recommendation of the committee of Council.

#### **5.10 Irrecoverable debt not catered for in the policy**

5.10.1 Should there be any irrecoverable debt cases that the administration and the committee of Council cannot dispose of in terms of this policy, particulars of the irrecoverable debt cases shall be submitted to the committee of Council who will make a recommendation to the Executive Mayor and Mayoral Committee for consideration.

5.10.2 The Executive Mayor will have the discretion and the delegated powers to resolve on any amount to be written-off in these instances notwithstanding the recommendation of the committee of Council.

## 6. **DELEGATIONS**

### 6.1 **Chief Financial Officer**

The Chief Financial Officer will, after thorough review of any applications in terms of this policy, have the delegated powers to write-off any irrecoverable debt to the maximum amount of R 10,000 per consumer (current, suspended and handed over amounts consolidated) per submission or the amount determined by Council from time to time during the budget approval process.

### 6.2 **Municipal Manager**

Any amount in excess of the delegation provided for in paragraph 6.1.1 above must be submitted together with a recommendation to the Municipal Manager for consideration. The Municipal Manager will, after thorough review of any recommendation by the Chief Financial Officer and in terms of this policy, have the delegated powers to write-off any irrecoverable debt to the maximum amount of R 20,000 per consumer (current, suspended and handed over amounts consolidated) per submission or the amount determined by Council from time to time during the budget approval process.

### 6.3 **Committee of Council**

6.3.1 Council has established a Finance Portfolio Committee in terms of section 80 of the Local Government: Municipal Structures Act (No 117 of 1998) to assist the Executive Mayor and Mayoral Committee. It is hereby determined that the Finance Portfolio Committee will be the committee of Council to monitor the implementation of this policy.

6.3.2 Any amount in excess of the delegation provided for in paragraph 6.2.1 above must be submitted together with a recommendation to the Finance Portfolio Committee for consideration. The Finance Portfolio Committee will, after thorough review of any recommendation by the Chief Financial Officer and Municipal Manager in terms of this policy, have the delegated powers to write-off any irrecoverable debt in excess of R 20,000 per consumer (current, suspended and handed over amounts consolidated) per submission or the amount determined by Council from time to time during the budget approval process.

## 6.4 Executive Mayor

- 6.4.1 All amounts to be written-off in terms of paragraph 5.9 and 5.10 above must be considered individually and each case on its own merits must be separately reported to the committee of Council who will make a recommendation to the Executive Mayor and Mayoral Committee.
- 6.4.2 The Executive Mayor will have the discretion and the delegated powers to resolve on any amount to be written-off in these instances notwithstanding the recommendation of the committee of Council.

## 7. **REPORTING AND DISCLOSURE**

- 7.1 The Chief Financial Officer will report on a monthly basis to Council on the irrecoverable debt amounts written-off. The report will include the following information –
  - (a) The total amount of irrecoverable debt written-off for indigent household consumers (a list of names, addresses and amounts per consumer written-off included as Annexure A to the report);
  - (b) The total amount of irrecoverable debt approved by the Chief Financial Officer to be written-off (a list of names, addresses and amounts per consumer written-off included as Annexure B to the report);
  - (c) The total amount of irrecoverable debt approved by the Municipal Manager to be written-off (a list of names, addresses and amounts per consumer written-off included as Annexure C to the report);
  - (d) The total amount of irrecoverable debt approved by the Finance Portfolio Committee to be written-off (a list of names, addresses and amounts per consumer written-off included as Annexure D to the report); and
  - (e) The total amount of irrecoverable debt approved by the Executive Mayor to be written-off (a list of names, addresses and amounts per consumer written-off included as Annexure E to the report).

- 7.2 The Chief Financial Officer will disclose the total amount of irrecoverable debt written-off as a note in the annual financial statements of the municipality.

8. **IMPLEMENTATION AND REVIEW OF THIS POLICY**

- 8.1 This policy shall be implemented once approved by Council. All future submissions for the writing-off of debt must be considered in accordance with this policy.
- 8.2 The policy will be reviewed each year as part of the budget approval process.

ANNEXURE A: APPLICATION FORM FOR A HOUSEHOLD TO CONSOLIDATE  
OUTSTANDING DEBT AND TO MAKE ARRANGEMENTS TO PAY OF  
OUTSTANDING DEBT IN TERMS OF THE WRITING-OFF OF IRRECOVERABLE  
DEBT POLICY

**Particulars of breadwinner**

Name and surname .....

ID Number .....

Phone/cellular number/s .....

Marital status .....

Employer / source of income .....

Monthly gross income .....

**Particular of spouse (husband or wife)**

Name and surname .....

ID Number .....

Phone/cellular number/s .....

Marital status .....

Employer / source of income .....

Monthly gross income .....

Particulars of property .....

Stand number of property .....

Street address .....

**Declaration under oath**

I/we the undersigned herewith declare under oath that my/our gross monthly income amounts to R \_\_\_\_\_ (breadwinner R \_\_\_\_\_ and spouse R \_\_\_\_\_) as the attached copies of my/our source/s of income (payslip, pension slip, etcetera) confirm.

\_\_\_\_\_  
Signature:

Breadwinner

\_\_\_\_\_  
Signature:

Spouse

The above statement was read by me to the above declarer/s who under oath declared that his/her/their gross income is as confirmed by the attached copies to the application form.

Place

Date

Name

Designation

Signature and official stamp



## ARRANGEMENTS CALCULATION FORM FOR HOUSEHOLD CONSUMERS

### Calculation of 20% of gross income and affordable instalment on arrears

Breadwinner gross monthly income (for season workers calculate a monthly average)	R
Spouse gross monthly income (for season workers calculate a monthly average)	R
Household gross monthly income (copies of ID's and income sources must be attached)	R
Affordable payments - capped at 20% of household gross income	R
Less: Average monthly current account (property rates, services charges and prepaid electricity included)	R
Affordable monthly instalment on arrears – monthly current account excluded	R

### Calculation of consolidated outstanding debt

Account No:	Current / Suspended / Handed over R
Account No:	Current / Suspended / Handed over R
Account No:	Current / Suspended / Handed over R
Account No:	Current / Suspended / Handed over R
Account No:	Current / Suspended / Handed over R
Account No:	Current / Suspended / Handed over R
Account No:	Current / Suspended / Handed over R
Grand Total = R	

### Calculation of suspended account/s

Grant total of consolidated outstanding debt	R
Less: Affordable monthly instalment on arrears x 36 months (suspended account 1)	R
Amount to be written-off in terms of Policy (suspended account 2)	R

**Calculation of amounts to written-off**

Date: 1/3rd of suspended account to be written-off after 12 months R

Date: 1/3rd of suspended account to be written-off after 24 months R

Date: 1/3rd of suspended account to be written-off after 36 months R

Suspended account 2 total to be written-off (if no default in paying  
current account and instalments)

R

**Certification**

Calculations  
made by:

Signature:  
Date:

Calculations  
verified by:

Signature:  
Date:

*The above calculations must be recorded in an arrangement agreement and in the financial system for audit purposes*

ANNEXURE B: APPLICATION FORM FOR A CUSTOMER TO PAY 50% OF THE  
OUTSTANDING DEBT AND THAT COUNCIL WILL WRITE-OFF THE OTHER 50%  
OF THE OUTSTANDING DEBT IN TERMS OF THE WRITING-OFF OF  
IRRECOVERABLE DEBT POLICY

**Particulars of breadwinner**

Name and surname .....

ID Number .....

Phone/cellular number/s .....

**Particular of spouse (husband or wife)**

Name and surname .....

ID Number .....

Phone/cellular number/s .....

**Particulars of business / company / organisation**

Name .....

Postal address .....

Phone/cellular number/s .....

**Particulars of property**

Stand number of property .....

Street address .....

**Certification**

I/we the undersigned herewith declare that the information on this application form is  
to the best of my knowledge the truth.

Signature: Breadwinner

Date:

Signature: Spouse

Date:

Signature: Business / Company /  
Organisation Representative/s

Date:

**CALCULATION FORM TO PAY 50% OF OUTSTANDING DEBT AS ON THE DAY BEFORE THE BILLING RUN SO THAT COUNCIL CAN WRITE-OFF THE OTHER 50% PORTION OF OUTSTANDING DEBT**

**Calculation of consolidated outstanding debt**

Account No:	Current / Suspended / Handed over	R
Account No:	Current / Suspended / Handed over	R
Account No:	Current / Suspended / Handed over	R
Account No:	Current / Suspended / Handed over	R
Grand Total = R		
50% of Grand Total = R		

**Proof that levies as from the January 2013 billing run is paid up to date**

Outstanding debt as on the day before the billing run	R
Plus: Levies as from the billing run	R
Less: Payments made after the billing run	R
Plus / Minus: Journals corrections since the billing run	R
Outstanding debt (closing balance) as on the day of this calculations being made	R

**NB:**

- Please note that if the outstanding debt (closing balance) is more than the outstanding debt as on the day before the billing run then current debt is not serviced as per this policy. Write-off of the 50% portion may only be made if all levies made as from the billing run has been serviced.***
- Please attach to the calculation form a printout/s of the Venus system as proof of the above calculations made. If necessary please attached a spread sheet or your handwritten calculations on how you arrived at the above figures.***

**Proof that the 50% of the grand total has been paid**

Date: Receipt Number: Amount: R

Date: Receipt Number: Amount: R

Date: Receipt Number: Amount: R

50% of Grand Total = R

**Calculation of amount to be written-off**

50% of Grand Total = R

**Certification**

Calculations  
made by:

Signature:

Date:

Calculations  
verified by:

Signature:

Date: